

SALES INVOICE

Document Page 1 of 19
MOTOROLA

PAGE 1 OF 1

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
101 Tournament Drive
Horsham, PA 19044
215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC.
9954 MARYLAND DRIVE
DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
RICHMOND VA 23233

SHIP TO LOCATION: 0775

CIRCUIT CITY STORES, INC.
19925 INDEPENDENCE BLVD
STORE #775 / RAY CURRENT
GROVELAND FL 34736

PLEASE REMIT TO:

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
PO BOX 91640
CHICAGO IL 60693

INVOICE NO.
7121988
INVOICE DATE
05-NOV-08
PURCHASE ORDER NO.
2160299
CUSTOMER NO.
5002277
DUE DATE
05-DEC-08
COMMERCIAL INV NO.
8831905

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382410	26-SEP-08	OM-STANDARD ORDER MIXE	DF1	NET 30	COLEEN BOHNERT	185	100693454
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
312932	8831905	UPS SUPPLY CHAIN SOLUT	5410578767	265	1007	05-NOV-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89285N	ASSY,AUTO/NAV,EIHF,T505,D650	1325	70.65	93,611.25

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc. Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

MERCHANDISE	93,611.25
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	93,611.25
CURRENCY:	USD

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 101 Tournament Drive
 Horsham, PA 19044
 215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
 9954 MARYLAND DRIVE
 DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
 RICHMOND VA 23233

SHIP TO LOCATION: 0567

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CIRCUIT CITY STORES, INC.
 1901 COOPER DRIVE
 STORE #0567 / TY TALAIFERRO
 ARDMORE OK 73401

PLEASE REMIT TO:

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 PO BOX 91640
 CHICAGO IL 60693

INVOICE NO.
7121989
INVOICE DATE
05-NOV-08
PURCHASE ORDER NO.
2160297
CUSTOMER NO.
5002277
DUE DATE
05-DEC-08
COMMERCIAL INV NO.
8831909

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382411	26-SEP-08	OM-STANDARD ORDER MIXE	DF1	NET 30	COLEEN BOHNERT	185	370190050
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
312932	8831909	JPS SUPPLY CHAIN SOLUT	5410578800	222	843.6	05-NOV-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89285N	ASSY,AUTO/NAV,EIHF,T505,D650	1110	70.65	78,421.50

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

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MERCHANDISE	78,421.50
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	78,421.50
CURRENCY:	USD

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 101 Tournament Drive
 Horsham, PA 19044
 215-323-1000

BILL TO LOCATION: RICHMOND001

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 CIRCUIT CITY STORES, INC.
 9954 MARYLAND DRIVE
 DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
 RICHMOND VA 23233

SHIP TO LOCATION: 0775

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 CIRCUIT CITY STORES, INC.
 19925 INDEPENDENCE BLVD
 STORE #775 / RAY CURRENT
 GROVELAND FL 34736

PLEASE REMIT TO:

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 PO BOX 91640
 CHICAGO IL 60693

INVOICE NO.
7115663
INVOICE DATE
09-OCT-08
PURCHASE ORDER NO.
2165899
CUSTOMER NO.
5002277
DUE DATE
08-NOV-08
COMMERCIAL INV NO.
8822705

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382185	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEEN BOHNERT	185	100693454
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822705	UNITED PARCEL SERVICE	1Z05425X0371774490	9	138.24	09-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD OTH,AU,BDA-100S1 / RETAIL PKG W/	54	31.85	1,719.90
FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.		Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.		MERCHANDISE	1,719.90
PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.				TAX	0.00
MIU				FREIGHT/DELIVERY	0.00
				TOTAL	1,719.90
				CURRENCY:	USD

SALES INVOICE

Case 08-35653-KRH Doc 1292 Filed 12/24/08 Entered 12/24/08 10:00:35 Desc Main



General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
101 Tournament Drive
Horsham, PA 19044
215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
9954 MARYLAND DRIVE
DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
RICHMOND VA 23233

SHIP TO LOCATION: 0567

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CIRCUIT CITY STORES, INC.
1901 COOPER DRIVE
STORE #0567 / TY TALAIFERRO
ARDMORE OK 73401

PLEASE REMIT TO:

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
PO BOX 91640
CHICAGO IL 60693

INVOICE NO.
7115664
INVOICE DATE
09-OCT-08
PURCHASE ORDER NO.
2165897
CUSTOMER NO.
5002277
DUE DATE
08-NOV-08
COMMERCIAL INV NO.
8822709

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382186	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEEN BOHNERT	185	370190050
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822709	UNITED PARCEL SERVICE	1Z05425X0371620986	4	61.44	09-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD OTH,AU,BDA-100S1 / RETAIL PKG W/	24	31.85	764.40

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MERCHANDISE	764.40
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	764.40
CURRENCY:	USD

TERMS OF SALE OF GOODS AND / OR SERVICES

[illegible][illegible][illegible][illegible]

Subscriber Terminal Devices	\$20,000	All Other Products
Addressable Computer Equipment	\$10,000	Services

Quantities entered in multiples of the standard pack quantities set forth herein. Any order not in a multiple of the applicable standard pack quantity shall be deemed by Seller to be an order for a multiple of such quantities.

[illegible][illegible][illegible][illegible]

12. INDEMNIFICATION.

(a) General. Each party shall defend, indemnify and hold harmless the other party, its respective officers, directors, agents, subsidiaries, affiliates, subcontractors, assignees and employees, or any of them, for

[illegible][illegible][illegible][illegible]

17. **WARRANTY.** In the event of any default or breach by Buyer, Seller has the right to refuse to make further shipments of goods or to perform additional services. Seller's failure to inform at any time or for any period of time of any of the provisions of this Order shall constitute a waiver of the right of Seller to enforce such and every provision.

18. **GOVERNING LAW.** The validity, construction and performance of this Order and the transactions to which it relates shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to applicable choice of law principles. The parties agree to submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania for the resolution of any dispute arising out of or in connection with this Order. All actions, claims and legal proceedings in any way pertaining to this Order shall be commenced and maintained in the courts of the Commonwealth of Pennsylvania at a location that is in the county of the United States physically situated in and nearest to the location of the Buyer's principal place of business. The parties agree to submit to the exclusive jurisdiction of such courts. Nothing herein shall be construed as limiting Seller's right to maintain an action or to be a party to any action in any jurisdiction in which Buyer or any assets of Buyer may be located.

19. **ASSIGNMENT.** Except as otherwise permitted herein, this Order is binding upon and inures to the benefit of the parties hereto and their successors and assigns of the one business and goodwill of either party.

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NOTE. Any notice required or requested to be given under this Order shall be in writing and either delivered personally or sent by facsimile, telex or telegram or deposited in the mail, postage prepaid, registered or certified, return receipt requested, addressed to the parties at their respective business addresses, and shall be deemed given three (3) days after the date of mailing or on the date of personal or facsimile delivery. For the purpose of receiving notices under this Order, either party may change its address or its facsimile number by giving the other party fifteen (15) days' advance notice in writing of its new address or facsimile number.

[illegible]

24. CERTAIN REFERENCES: LANGUAGE. The various headings and titles herein are for convenience and are not intended to affect the meaning of the text. The terms "purchase," "sell" and "the file," are used in their ordinary meanings. The word "license" is used in its broadest sense to include the transfer by non-exclusive license of certain specified rights in and to Software, as may be indicated herein as part of the goods or services provided hereunder. The word "licensee" shall mean the person or persons to whom the Software is transferred by Seller and its affiliated companies. This Order is in the English language. Any translated version of it is purely for the convenience of the parties and the English version shall prevail.

[illegible]

General Instrument Corporation d/b/a Connected Home Solutions Business of Motorola, Inc.

Products Order Entry and Customer Service Locations:

Call 1-800-523-6678
Headquarters

Headquarters
101 Tournament Drive

Horsham, PA 19044

22004 Motorola Inc (Connected Home Solutions Business of Motorola Inc.)
(215) 323-1000

In U.S.: Corporate Headquarters in Horsham, PA (215) 323-1000.

In Asia: Regional Office in Singapore 65-734-8006, Beijing Rep Office: 8610

In Europe: Reading, U.K. 44-1-18-975-5555.
In Latin America: Regional Office in Miami: (954) 427-2283
Argentina: 541

(Sao Paulo) 55-11-5507-2822
Chile: 562-3399

SALES INVOICE

Case 08-35653-KRH Doc 1292 Filed 12/24/08 Entered 12/24/08 10:00:35 Desc Main Document Page 9 of 19



PAGE 1 OF 1

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
101 Tournament Drive
Horsham, PA 19044
215-323-1000

BILL TO LOCATION: RICHMOND001

B
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CIRCUIT CITY STORES, INC.
9954 MARYLAND DRIVE
DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
RICHMOND VA 23233

SHIP TO LOCATION: 0567

S
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CIRCUIT CITY STORES, INC.
1901 COOPER DRIVE
STORE #0567 / TY TALAIFERRO
ARDMORE OK 73401

PLEASE REMIT TO:

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
PO BOX 91640
CHICAGO IL 60693

INVOICE NO.
7115665
INVOICE DATE
09-OCT-08
PURCHASE ORDER NO.
2165896
CUSTOMER NO.
5002277
DUE DATE
08-NOV-08
COMMERCIAL INV NO.
8822709

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382190	02-OCT-08	OM-STANDARD ORDER MIXE		NET 30	COLEEN BOHNERT	185	370190050
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822709	UNITED PARCEL SERVICE	1Z05425X0371620986	25	50	09-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	515290-107-00	SB5101,CBL MODEM,RETAIL / ROHS,F/G	25	55.34	1,383.50
FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.					
PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.					
MIU					
Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc. Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.					
MERCHANDISE					1,383.50
TAX					0.00
FREIGHT/DELIVERY					0.00
TOTAL					1,383.50
CURRENCY:					USD

SALES INVOICE

Case 08-35653-KRH Doc 1292 Filed 12/24/08 Entered 12/24/08 10:00:35 Desc Main
 Document Page 11 of 19



General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 101 Tournament Drive
 Horsham, PA 19044
 215-323-1000

BILL TO LOCATION: RICHMOND001

INVOICE NO.
7116161
INVOICE DATE
10-OCT-08
PURCHASE ORDER NO.
2165890
CUSTOMER NO.
5002277
DUE DATE
09-NOV-08
COMMERCIAL INV NO.
8822706

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CIRCUIT CITY STORES, INC.
 9954 MARYLAND DRIVE
 DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
 RICHMOND VA 23233

SHIP TO LOCATION: 0344

PLEASE REMIT TO:

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 PO BOX 91640
 CHICAGO IL 60693

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CIRCUIT CITY STORES, INC.
 400 LONGFELLOW CT, STE A
 STORE #344 / NATALIE KAAIAWAHIA
 LIVERMORE CA 94550

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382184	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEEN BOHNERT	185	050011820
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822706	ROADWAY	8737415877	205	410	10-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	515290-107-00	SB5101,CBL MODEM,RETAIL / ROHS,F/G	205	55.34	11,344.70

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice, it has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

MERCHANDISE	11,344.70
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	11,344.70
CURRENCY:	USD

[illegible]

• **Local Area:** 1-800-523-6678
• **Headquarters:** 31 Tournament Drive

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 101 Tournament Drive
 Horsham, PA 19044
 215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
 9954 MARYLAND DRIVE
 DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
 RICHMOND VA 23233

SHIP TO LOCATION: 0353

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CIRCUIT CITY STORES, INC.
 680 S LEMON AVE
 STORE #353 / ANTHONY CALLES
 WALNUT CA 91789

PLEASE REMIT TO:

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 PO BOX 91640
 CHICAGO IL 60693

INVOICE NO.
7116162
INVOICE DATE
10-OCT-08
PURCHASE ORDER NO.
2165893
CUSTOMER NO.
5002277
DUE DATE
09-NOV-08
COMMERCIAL INV NO.
8822704

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382191	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEEN BOHNERT	185	050377675
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822704	ROADWAY	8737415868	425	850	10-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	515290-107-00	SB5101,CBL MODEM,RETAIL / ROHS,F/G	425	55.34	23,519.50
FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.			MERCHANDISE		23,519.50
PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.			TAX		0.00
MIU			FREIGHT/DELIVERY		0.00
			TOTAL		23,519.50
			CURRENCY:		USD

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 5, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

TERMS OF SALE OF GOODS

interference with any privately owned transmissions of information.

understand that the Seller is not responsible for the accuracy of the information provided by the Buyer, and that the Seller is not responsible for the accuracy of the information provided by the Buyer. The Seller is not responsible for the accuracy of the information provided by the Buyer, and the Seller is not responsible for the accuracy of the information provided by the Buyer.

3. PAYMENT TERMS. **TITLE.** Seller may elect to extend credit to Buyer, in Seller's sole discretion, under Seller's standard credit terms and conditions as may be applicable from time to time. If Seller does not extend credit to Buyer, payment for goods and services delivered hereunder shall be in advance of or at the completion of delivery of such goods and/or services, as Seller may direct. For any reason whatsoever, Seller reserves the right to require advance payment for goods and services delivered hereunder at any time. If Seller places an order, an order receipt, which will serve as a receipt for the goods and services ordered, shall be deemed an agreement by Buyer to accept the terms and conditions of Seller's standard credit terms and conditions, which may be applicable from time to time. If Seller does not extend credit to Buyer, payment for goods and services delivered hereunder shall be in advance of or at the completion of delivery of such goods and/or services, as Seller may direct. For any reason whatsoever, Seller reserves the right to require advance payment for goods and services delivered hereunder at any time. If Seller places an order, an order receipt, which will serve as a receipt for the goods and services ordered, shall be deemed an agreement by Buyer to accept the terms and conditions of Seller's standard credit terms and conditions, which may be applicable from time to time.

any and all claims for damages, including reasonable attorneys' fees, shall be the responsibility of the Seller. The Seller shall be responsible for all costs associated with the Seller's failure to deliver the goods in accordance with the terms of the contract. The Seller shall be responsible for all costs associated with the Seller's failure to deliver the goods in accordance with the terms of the contract. The Seller shall be responsible for all costs associated with the Seller's failure to deliver the goods in accordance with the terms of the contract.

Buyer's obligation to pay for goods under this contract shall not be affected by any delay in shipment of goods or by any stoppage of goods in transit or by any loss of or damage to goods or by any other cause whatsoever. Payment by Buyer to a carrier, warehouseman, or other third party for transportation, storage, or other charges shall not constitute payment to Seller. Payment by Buyer to a carrier, warehouseman, or other third party for transportation, storage, or other charges shall not constitute payment to Seller. Payment by Buyer to a carrier, warehouseman, or other third party for transportation, storage, or other charges shall not constitute payment to Seller.

[illegible]

RISK OF LOSS, DELIVERY AND INCOTERMS. Liability for loss or damage to any goods provided hereunder shall pass to Buyer according to the INCOTERMS selected pursuant to Section 2 hereof, and shall be subject to the terms and conditions of the applicable INCOTERMS. Performance and/or delivery dates for goods and/or services provided hereunder are approximate only, and are subject to availability. Buyer shall be responsible for obtaining all necessary permits, licenses, and/or approvals for the importation and exportation of goods and/or services provided hereunder.

Buyer's acceptance of the goods shall not constitute a warranty or a statement of fact by Buyer, nor shall it constitute an assumption of responsibility by Buyer for the goods. Buyer's acceptance of the goods shall not constitute a warranty or a statement of fact by Buyer, nor shall it constitute an assumption of responsibility by Buyer for the goods. Buyer's acceptance of the goods shall not constitute a warranty or a statement of fact by Buyer, nor shall it constitute an assumption of responsibility by Buyer for the goods.

1. **INSPECTION AND ACCEPTANCE.** All goods delivered pursuant to this order shall be inspected by Buyer within ten (10) days after receipt hereof, and such goods shall be conclusively deemed accepted by Buyer upon the expiration of such period. If Buyer determines that the goods do not conform to the description of the goods set forth in the order, Buyer shall immediately notify Seller in writing of the reasons therefor. If the goods are found to be defective, Buyer shall have the right to reject the goods or to accept the goods at a reduced price. If Buyer rejects the goods, Buyer shall have the right to return the goods to Seller at Seller's expense. If Buyer accepts the goods at a reduced price, the price shall be determined by the parties in writing. If the parties cannot agree on the price, the price shall be determined by an independent appraiser. If Buyer does not notify Seller within the time specified herein, the goods shall be deemed accepted by Buyer. The Seller's obligation to deliver the goods shall not be affected by any delay or failure by Buyer to inspect the goods or to notify Seller of any defects. The Seller's obligation to deliver the goods shall not be affected by any delay or failure by Buyer to inspect the goods or to notify Seller of any defects. The Seller's obligation to deliver the goods shall not be affected by any delay or failure by Buyer to inspect the goods or to notify Seller of any defects.

Subscriber Terminal Devices	\$20,000	All Other Products	\$ 5,000
Addressable Computer Equipment	\$10,000	Services	\$ 300
Office Products and Related Products	\$ 250		

1. **CONSEQUENCES:** Seller shall not be liable for any delay in performance or nonperformance at work or in third party claims, or any other consequences, arising out of or caused by the occurrence of any contingency beyond the control of Seller or any of its subcontractors, subcontractors, or subcontractors, including, but not limited to, war (whether actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, labor disputes, embargos or boycotts, strikes, lockouts, or other labor disputes, fire, explosion, flood, storm or other Act of God, delay, failure or delay in transportation, shortage of materials, equipment, or other resources, or any other cause beyond Seller's control. Seller shall not be liable for any delay in performance or nonperformance at work or in third party claims, or any other consequences, arising out of or caused by the occurrence of any contingency beyond the control of Seller or any of its subcontractors, subcontractors, or subcontractors, including, but not limited to, war (whether actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, labor disputes, embargos or boycotts, strikes, lockouts, or other labor disputes, fire, explosion, flood, storm or other Act of God, delay, failure or delay in transportation, shortage of materials, equipment, or other resources, or any other cause beyond Seller's control.

10. **WARRANTIES.** Except as otherwise herein provided, Seller warrants that the goods (excluding Software, as defined in Section 11 hereof) which it manufactures and supplies hereunder and the media on which such goods are embodied shall be free from defects in materials and workmanship under normal use and service for the following periods: (a) An original copy of the Software shall be free from defects in materials and workmanship under normal use and service for a period of 90 days from the date of delivery of the Software to the Buyer; and (b) All other goods shall be free from defects in materials and workmanship under normal use and service for a period of 90 days from the date of delivery of the goods to the Buyer.

[illegible][illegible]

OTHER IMPLIED WARRANTY OBLIGATION ON THE PART OF SELLER.

Buyer shall not use or disclose to any third party any confidential information or trade secrets of Seller, and shall not use or disclose to any third party any confidential information or trade secrets of Buyer. Buyer shall not use or disclose to any third party any confidential information or trade secrets of Seller, and shall not use or disclose to any third party any confidential information or trade secrets of Buyer. Buyer shall not use or disclose to any third party any confidential information or trade secrets of Seller, and shall not use or disclose to any third party any confidential information or trade secrets of Buyer.

11.1. SOFTWARE LICENSES AND WARRANTIES. Seller may supply certain firmware, software and/or related documentation (the "Software") with the goods provided hereunder. If any firmware and/or related documentation of this Section 10 shall survive the performance, termination or cancellation of this Order.

[illegible]

Buyer shall not sell, assign, sublicense, transfer, or otherwise make available the Software under license without the prior written consent of Seller. Subject to Section 10 hereof, all copies of Software shall be clearly marked by Buyer with the same proprietary and copyright notice as appears on the Software as originally supplied to Buyer.

any and all damages, including reasonable attorneys' fees, caused by, relating to or arising from: (i) a default in the performance by such party of its obligations hereunder; (ii) a breach of its warranties or representations; (iii) negligent acts or omissions; and (iv) its intentional misconduct. Buyer shall also indemnify Seller, its respective officers, directors, agents, subsidiaries, affiliates, successors and assigns, and its attorneys, for any and all damages, including reasonable attorneys' fees, caused by, relating to or arising from: (i) the programming services offered by Buyer or its programmers which a third party, including any of them, without limiting the foregoing, for any such Damages caused by, relating to or arising from: (i) the programming services offered by Buyer or its programmers which a

to obtain third assistance necessary to defend or settle such suit or proceeding. In such a manner as Seller shall determine and (iii) is given sole control of the defense (including the right to select outside counsel) to compromise and settle such suit or proceeding. If any goods manufactured by Seller and supplied to Buyer hereunder are held to directly infringe any valid United States patent as set forth in paragraph (c)(ii), Seller shall indemnify Buyer for all reasonable costs, including attorney's fees, incurred by Buyer in connection with its defense of such suit or proceeding. If Seller believes such infringement is likely, Seller will assert reasonable efforts to obtain licenses from the owner of such patent and to seek redress from the owner of such patent.

Buyer shall be deemed to extend to Seller an indemnity of comparable scope to that hereinabove stated. A comparable indemnity as that set forth above shall also be extended to Seller by Buyer if any suit or proceeding is brought against Seller based on a claim that the goods manufactured by Seller in compliance with Buyer's specifications infringe any well known patent.

© 2006 Microsoft Corporation. All rights reserved. Microsoft, the Microsoft Dynamics logo, and "Your business. Your data." are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.

SECRETS AND OTHER INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THIS ORDER, WHETHER DIRECT OR CONTRIBUTORY, AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY IN REGARD THERETO, INCLUDING THE WARRANTY AGAINST INFRINGEMENT SPECIFIED IN THE UNIFORM COMMERCIAL CODE.

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14. REMEDIES AND LIABILITY.

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remedy hereunder with respect to nonconforming goods until Buyer has fully paid any past due amounts owed to Seller.

OUT-OF-WARRANTY REPAIR: COSTS OF REMOVAL AND REINSTALLATION, LOSS OF GOODWILL, LOSS OF PROFITS OR LOSS OF USE, INFRINGEMENT, SUCH EXCESSIVE DAMAGES TO INCLUDE WITHOUT LIMITATION, COSTS OF REMOVAL AND REINSTALLATION, LOSS OF GOODWILL, LOSS OF PROFITS OR LOSS OF USE.

16. **CREDIT RETURNS.** All requests for credit returns shall be permitted at Seller's sole discretion. Goods returned for credit shall be subject to the following conditions: (a) Goods may not be returned within a

17. **WARRANTY.** In the event of any default or breach by Buyer, Seller has the right to refuse to make further shipments of goods or to perform additional services. Seller's failure to enforce at any time or for any period of time any of the provisions of this Order shall not constitute a waiver of such provisions or of the right of Seller to enforce each and every provision.

19. **ASSIGNMENT.** Except as otherwise permitted herein, this Order is binding upon and inures to the benefit of the parties hereto and the successors and assigns of the entire business and goodwill of either party. In the event of a change of ownership, control, or management of either party, this Order shall remain in full force and effect and shall be binding upon and inure to the benefit of the successors and assigns of the entire business and goodwill of either party. Notwithstanding the foregoing, the parties agree that the Order shall not be assigned or transferred to any third party without the prior written consent of the other party. In the event of an assignment or transfer of the Order to a third party, the assignee or transferee shall be deemed to have accepted the terms and conditions of the Order and shall be bound by the same. The parties agree that the Order shall not be assigned or transferred to any third party without the prior written consent of the other party. In the event of an assignment or transfer of the Order to a third party, the assignee or transferee shall be deemed to have accepted the terms and conditions of the Order and shall be bound by the same.

12. SEVERABILITY. If any of the terms and conditions of this Order is declared invalid by a court, agency, commission or other tribunal or entity having jurisdiction thereof, the applications of such provisions to the remaining terms and conditions of this Order shall not be affected thereby and each term not so declared invalid or unenforceable shall be valid and shall continue to be enforceable. Notwithstanding the foregoing, if any term of this Order is held invalid or unenforceable, the entire Order shall be null and void.

[illegible][illegible]

business Software is reserved to Seller and its affiliated companies. This Order is in the English language. Any translated version of it is purely for the convenience of the parties and the English v controlling.

[illegible]

General Instrument Corporation d/b/a Connected Home Solutions Business of Motorola, Inc.
Products Order Entry and Customer Service Locations:

2004 Motorola, Inc. (Connected Home Solutions Business of Motorola, Inc.)
(215) 323-1000
Horsesham, PA 19044

In Latin America:
Regional Office in Miami: (850) 427-2283
(Sao Paulo) 55-11-5507-2822

Chile: 562-339-7544

Argentina: 541-788-4567

Brazil: (Rio de Janeiro) 5521-494-3132

Mexico: 525-525-1564

Document Page 15 of 19
MOTOROLA

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
101 Tournament Drive
Horsham, PA 19044
215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
9954 MARYLAND DRIVE
DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
RICHMOND VA 23233

SHIP TO LOCATION: 0353

PLEASE REMIT TO:

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
PO BOX 91640
CHICAGO IL 60693

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CIRCUIT CITY STORES, INC.
680 S LEMON AVE
STORE #353 / ANTHONY CALLES
WALNUT CA 91789

INVOICE NO.
7116163
INVOICE DATE
10-OCT-08
PURCHASE ORDER NO.
2165894
CUSTOMER NO.
5002277
DUE DATE
09-NOV-08
COMMERCIAL INV NO.
8822704

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382192	02-OCT-08	OM-STANDARD ORDER MIXE		NET 30	COLEEN BOHNERT	185	050377675
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822704	ROADWAY	8737415868	1	15.36	10-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD OTH,AU,BDA-100S1 / RETAIL PKG W/	6	31.85	191.10

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc.. Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

MERCHANDISE	191.10
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	191.10
CURRENCY:	USD

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 101 Tournament Drive
 Horsham, PA 19044
 215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
 9954 MARYLAND DRIVE
 DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
 RICHMOND VA 23233

SHIP TO LOCATION: 0344

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CIRCUIT CITY STORES, INC.
 400 LONGFELLOW CT, STE A
 STORE #344 / NATALIE KAAIAWAHIA
 LIVERMORE CA 94550

PLEASE REMIT TO:

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 PO BOX 91640
 CHICAGO IL 60693

INVOICE NO.
7116164
INVOICE DATE
10-OCT-08
PURCHASE ORDER NO.
2165891
CUSTOMER NO.
5002277
DUE DATE
09-NOV-08
COMMERCIAL INV NO.
8822706

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382193	02-OCT-08	OM-STANDARD ORDER MIXE		NET 30	COLEEN BOHNERT	185	050011820
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822706	ROADWAY	8737415877	2	30.72	10-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD OTH,AU,BDA-100S1 / RETAIL PKG W/	12	31.85	382.20

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

MERCHANDISE	382.20
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	382.20
CURRENCY:	USD

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 101 Tournament Drive
 Horsham, PA 19044
 215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
 9954 MARYLAND DRIVE
 DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
 RICHMOND VA 23233

SHIP TO LOCATION: 0755

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CIRCUIT CITY STORES, INC.
 1100 CIRCUIT CITY ROAD
 STORE #755 / CRAIG HUNT
 MARION IL 62959

PLEASE REMIT TO:

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 PO BOX 91640
 CHICAGO IL 60693

INVOICE NO.
7121990
INVOICE DATE
05-NOV-08
PURCHASE ORDER NO.
2160298
CUSTOMER NO.
5002277
DUE DATE
05-DEC-08
COMMERCIAL INV NO.
8831908

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382412	26-SEP-08	OM-STANDARD ORDER MIXE	DF1	NET 30	COLEEN BOHNERT	185	141991730
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
312932	8831908	JPS SUPPLY CHAIN SOLUT	541057879T	320	1216	05-NOV-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89285N	ASSY,AUTO/NAV,EIHF,T505,D650	1600	70.65	113,040.00

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

MERCHANDISE	113,040.00
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	113,040.00
CURRENCY:	USD